



BSP HCMC Branch Internet Banking Personal Purpose Account Terms and Conditions

This document describes the terms and conditions (these “Terms and Conditions”) that apply to a personal purpose account that you have established at Bank SinoPac (“BSP” or “we”) to the extent you wish to utilize the Regional Service Platform Services (the “RSP Services”) to be provided by BSP through an arrangement with RSP Information Service Co., Ltd. (the “RSP Co.”), a company organized under the laws of Hong Kong and located in Hong Kong or any other services company as decided by BSP. The terms “you” and “your” as used in these Terms and Conditions refer to the accountholder on the account, which is the person identified as the “Applicant” in the signature at the “MMAb2c.com Application Form”. “You” and “your” refers to each and every accountholder for accounts held in the name of two or more joint accountholders, and unless such accounts require more than one signature for withdrawals, any accountholder acting alone can use the RSP Services. (Accounts for business purposes are governed by our separate Regional Services Platform Agreement and Disclosure for Business Purpose Account.) By signing the signature block in the MMAb2c.com Application Form you agree to these Terms and Conditions as follows:

- 1. Description of Regional Service Platform Services.** You have applied to BSP for the Regional Service Platform Services (the “RSP Services”). The RSP Services enable you, by getting connected to the “MMAb2c.com” Internet website via the Internet, or other electronic or wireless communication devices, to:

Conduct account information enquiry of your accounts held at HCMC branch of BSP

Access to the RSP Services provided by BSP through RSP Co. and the Regional Servicing Bank(s) (as defined below) is by using the “ID Number”, “User Code” and “Internet Password” assigned by you.

- 2. Use of RSP Services Solely At Consumer’s Option.** The RSP Services are executed by your accessing the “MMAb2c.com” Internet website, which is managed by RSP Co. and made available to you under an agreement between RSP Co. and BSP. Such Services are subject to the security provisions and other provisions of these Terms and Conditions. If you do not wish to conduct services under these Terms and Conditions, you can come to any BSP office and have

such services handled in-person. Such in-person services are not subject to these Terms and Conditions.

3. **Change in Terms; Additional Services.** BSP reserves the right to modify these Terms and Conditions at any time, effective 21 days after notice of such changes are mailed to you if the change would result in increased fees for you, increase your liability, impose and vary any restrictions on the use of the Services, prescribe and change the normal service hours during which the Services are available and reduce the types of available services provided in the RSP Services. Any other changes in terms will be effective immediately upon publication (unless applicable law provides for a different effective date). BSP may, subject to the provisions of the applicable laws and its Operating License, also add additional services to the RSP Services from time to time, and your use of any such additional services is governed by these Terms and Conditions and any supplementary terms and conditions BSP provides to you from time to time. By using the RSP Services or allowing others to access the RSP Services on your behalf, you agree to be bound by these Terms and Conditions and the terms of any such amended or supplemental Terms and Conditions. You agree not to use the RSP Services for any improper, unauthorized or illegal activity or in connection with any activity that could damage the reputation of BSP or any other person or public interests. BSP may immediately terminate the RSP Services without advance notice if BSP determines in its sole discretion that you may be using the RSP Services in any such manner. You agree to indemnify, hold harmless, and defend BSP from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your expense, arising from any actual or alleged action or omission that would constitute a violation of these Terms and Conditions. Among other things, you agree not to use the RSP Services in violation of any telecommunication, postal, or other local laws or regulations of Vietnam or any other country or in furtherance or in the commission of any crime or other unlawful or improper purpose.
4. **All Accounts Covered.** You acknowledge and agree that RSP Co. may provide the RSP Services to all of your accounts, whether existing now or created hereinafter with BSP (hereinafter, "RSP Service Account(s)").
5. **Security Risks; Authorized Persons.** You acknowledge that the RSP Services entail Internet security risks. Information transmitted over the Internet may be subject to the risk of unauthorized access, alteration or modification, power cut off, computer or internet interruption, virus, or technical problems. By using the RSP Services or allowing others to access the RSP Services on your behalf, you assume these risks and associated risks except as otherwise provided herein, (e.g. identity theft, disclosure of financial information, etc.). You further understand and agree: (i) Transmission of confidential business and sensitive personal information is at your sole risk except as otherwise provided herein; and (ii) BSP reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which BSP, at its sole

discretion, believes may be unlawful or objectionable, or which BSP has to comply with any requirements of the applicable law or orders of a court or competent State agency without prior notice to you. You can access in-person services as described above without using the Internet and without incurring these security risks. If you wish to use the RSP Services for your convenience, you assume these risks except as otherwise provided herein. You may authorize the person designated in the "MMAb2c.com Application Form" (the "Authorized Person") to access the RSP Services on your behalf provided that the Authorized Person must also comply with these Terms and Conditions.

6. **Need to Maintain Security of ID Number, User Code, Internet Password, Digital Certificate and Certificate Password.** The security procedure established for using the RSP Services relies upon the security and confidentiality of the "ID Number", "User Code", "Internet Password". BSP shall employ reasonable precautions to ensure that no unauthorized third party obtains your Customer Identity Authentication through any negligence of BSP or RSP Co., and you agree to protect the Customer Identity Authentication and to prevent any unauthorized person from obtaining this information from you or due to your negligence. Any person who obtains your Customer Identity Authentication will be able to access your accounts by using the RSP Services, and you therefore must exercise extreme caution in handling and protecting this information. You agree to safe-keep and to be entirely responsible for your Customer Identity Authentication.
7. **Business Days.** For purposes of the Services, our business days are Monday thru Friday. Holidays are not included.
8. **Fees.** Subject to the provisions of the laws of Vietnam on fees and charges from time to time, your use of the RSP Services will be subject to the fees and charges described in the Schedule of Fees and Charges posted on MMAb2c.com.
9. **Instructions.** Any instruction given in connection with the Services once given may not be rescinded or withdrawn without BSP's consent. BSP will act on an instruction insofar as it is in its opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures. You agree that BSP may provide the relevant RSP Services to you fully in reliance upon any instructions received by any person with your Customer Identity Authentication without any obligation to verify the validity or authenticity of such instructions, under which circumstance such instructions will be deemed to have been authorized or approved by you, and you agree to indemnify and keep BSP harmless from and against all direct and indirect losses and damages resulting from the execution of such instructions by BSP in reliance thereupon.
10. **Confidentiality.** We will disclose information to third parties about your account:
 - (1) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or

- (2) In order to comply with the requirements of the applicable law, government agency or court orders, or
- (3) If you give us your written permission.

In addition, you agree that all information provided by you, hereunder and in the future, to BSP (including, but not limited to, personal data, company information, account(s) information, credit information, information on investment portfolios, insurance information, and etc.) for the purpose of utilizing the MMAb2c.com and RSP Services may be transmitted by BSP to RSP Co. and the other Regional Service Banks and used by RSP Co., to the extent as may be necessary for RSP Co. to create data bases, to implement computer process and to utilize such information for the purpose of providing relevant services to you. You also agree that all information provided by you are true, up-to-date and accurate and agree hold harmless, indemnify the Bank and not make any claim against the Bank for any losses and damages that may be occurred in relation to the fact that this information has been wrongly informed by you to BSP.

11. Bank SinoPac HCMC Branch Internet Banking Application Form. You understand that the Application Form provided to you in connection with the Application are deemed an integral part of these Terms and Conditions and agree to be bound thereby upon applying for the Services.

12. Preservation of Confidential Information of BSP and RSP Co. You acknowledge that all confidential information and trade secrets of RSP Co. (as defined by RSP Co.), these Terms and Conditions, the RSP Services User Manual and all exhibits, schedules, attachments, and annexes (regardless of how they are named) and other material related thereto, of which you came to know as a result of utilizing the RSP Services, shall be confidential information of RSP Co., and you may not disclose in any way of such confidential information to any third party without the prior written consent of RSP Co.

13. Conditions of Use; Termination of Services. The application for, and utilization of, the RSP Services by you shall be subject to the terms and conditions of all the agreements executed between you and BSP, and similar or comparable services provided by the other Regional Servicing Bank or Banks shall be subject to the terms and conditions of all of the agreements related thereto (collectively, the “RSB Agreements”). In addition, all services are subject to all applicable laws. You agree that BSP shall have the right and sole discretion to unilaterally, and without notice, terminate or suspend your access to the RSP Services and all other privileges or licenses granted to you in connection therewith in case where you have breached any term or condition of any of the RSB Agreements or these Terms and Conditions or violated any applicable law or where BSP has a good reason to believe that any of your RSP Service Accounts are or may be involved in transactions with no apparent legitimate purpose, in any apparently suspicious or unexplained activity, or in apparent or other illegal activities or where any of your RSP Service Accounts are under criminal investigation by any regulatory authority or authorities or where BSP is required to

do so by the law or by orders of courts or any competent State agency.

The agreement of the parties under these Terms and Conditions is terminated upon closing of the your all accounts at BSP for any reason.

14. **Governing Law.** These Terms and Conditions are governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of the Terms and Conditions shall be submitted to a competent court of Vietnam.
15. **Other Access Devices.** These Terms and Conditions apply only to use of the RSP Services. If you access your accounts through an ATM card or other access device, those transactions will be subject to separate terms and conditions.
16. **Website Terms of Use.** Your access to and use of the MMAb2c.com website shall be subject to the terms of use published on such website (the “Terms of Use”), and the provisions of the applicable law, and you agree in advance to be bound by the Terms of Use and any additional terms and conditions that the MMAb2c.com website in its sole discretion may deem to be appropriate in connection with the ongoing use of the MMAb2c.com website service. The Terms of Use of MMAb2c.com shall supplement to these Terms and Conditions to the extent that there are no conflicts in such terms and conditions. With respect to conflicting provisions, these Terms and Conditions shall prevail over and supersede the conflicting provisions of the Terms of Use.